

USDOL/OALJ Reporter

[*Hatley v. Brown & Root*](#), 84-ERA-23 (ALJ Aug. 28, 1984)

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U.S. Department of Labor
Office of Administrative Law Judges
211 Main Street
Suite 600
San Francisco, California 94105

(415) 974-0514
FTS 8 454-0314

CASE NO. 84-ERA-23

In the Matter of

DOBIE HATLEY,
Complainant,

v.

BROWN & ROOT, Inc.,
Respondent.

ORDER OF DISMISSAL

Complainant in this proceeding, having amicably resolved her dispute with Respondent prior to trial, has moved (copy appended) that the complaint herein be dismissed with prejudice and Respondent has supported (copy appended) said motion.

Accordingly, pursuant to 20 CFR 24.5(e)(4), it is

ORDERED that the complaint of Dobie Hatley against Brown and Root, Inc., be and the same hereby is dismissed with prejudice this day of August, 1985 at San Francisco, California.

STEVEN E. HALPERN
Administrative Law Judge

SEH:mf

UNITED STATES OF AMERICA
BEFORE THE
UNITED STATES DEPARTMENT OF LABOR

CASE NO. 84-ERA-23

DOBIE HATLEY,
Complainant,

v.

BROWN & ROOT, Inc.,
Respondent.

COMPLAINANT DOBIE HATLEY'S
MOTION TO DISMISS COMPLAINT
WITH PREJUDICE

Complainant Dobie Hatley has amicably resolved her dispute with Brown & Root, Inc. Complainant therefore moves the Administrative Law Judge to dismiss her complaint in this proceeding with prejudice.

Respectfully submitted,

Billie Pirner Garde
Government Accountability
Project
1555 Connecticut Avenue, N.W.
Suite 202
Washington, D.C. 20036
(202) 232-8550

Personal Representative of
Complaint Dobie Hatley

August 27, 1985

UNITED STATES OF AMERICA
BEFORE THE
UNITED STATES DEPARTMENT OF LABOR

CASE NO. 84-ERA-23

DOBIE HATLEY,
Complainant,

v.

BROWN & ROOT, Inc.,
Respondent.

RESPONDENT BROWN & ROOT, INC.'S
ANSWER TO MOTION TO DISMISS

Respondent Brown & Root, Inc. supports complainant Dobie Hatley's motion to dismiss her complaint with prejudice.

Respectfully submitted,

McNeill Watkins II
Bishop, Liberman, Cook,
Purcell & Reynolds
1200 Seventeenth Street, N.W.
Washington, D.C. 20036
(202) 857-9885

Counsel for Respondent
Brown & Root, Inc.

August 27, 1985

UNITED STATES OF AMERICA
BEFORE THE U.S. DEPARTMENT OF LABOR

Case No. 84-ERA-23
Case No. 84-ERA-25

DOBIE HATLEY

and

BILLIE ORR,

Complainants,

v.

BROWN & ROOT, INC.,

Respondent.

GENERAL RELEASE

In connection with the Settlement Agreement executed by myself and a representative of Brown & Root, Inc. ("Brown & Root") on July 24, 1984, and in consideration for the promises made therein, I, Billie Irene Orr, do hereby release and forever discharge Brown & Root, Texas Utilities Company and the other owners of the Comanche Peak Steam Electric Station ("Comanche Peak"), their attorneys, related companies, successors, assigns, officers, directors, managers, agents, and employees from any and all liability arising out of my employment with Brown & Root, or the termination of my employment with Brown & Root.

I understand that this GENERAL RELEASE resolves any claims raised in the complaint I filed with the Department of Labor on March 7, 1984, together with any and all claims that I might have asserted in any suit, cause of action, charge of discrimination, or claims against Brown & Root, Texas Utilities Company and the other owners of Comanche Peak, and all representatives of the management of those companies.

I further agree that this GENERAL RELEASE shall be binding on the undersigned, my agents, heirs, representatives, executors, personal representatives, successors and assigns.

I hereby acknowledge that I have read this GENERAL RELEASE, discussed it with my attorney, and that I fully understand the terms, nature and effect of the GENERAL RELEASE, and have voluntarily and knowingly executed said GENERAL RELEASE.

County of Hood)
State of Texas) Billie Irene Orr

Subscribed and sworn to before me this day of July, 1984.

Notary Public

UNITED STATES OF AMERICA
BEFORE THE U.S. DEPARTMENT OF LABOR

Case No. 84-ERA-23
Case No. 84-ERA-25

DOBIE HATLEY

and

BILLIE ORR,

Complainants,

v.

BROWN & ROOT, INC.,

Respondent.

SETTLEMENT AGREEMENT

This Agreement is made this 24th day of July, 1984 between complainant Billie Orr and respondent Brown & Root, Inc. ("Brown & Root").

WHEREAS Ms. Orr has instituted the above-captioned action before the U.S. Department of Labor alleging that Brown & Root violated Section 2110 of the Energy Reorganization Act of 1974, 42 U.S.C. § 5851 ("section 210");

WHEREAS, the dispute between Ms. Orr and Brown & Root has been amicably resolved and Ms. Orr now desires to withdraw her complaint against Brown & Root, without admission of liability by Brown & Root, Texas Utilities Company and the other owners of Comanche Peak Steam Electric Station ("Comanche Peak"), their attorneys, related companies, successors, assigns, officers, directors, managers, agents, and employees;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1) This settlement agreement does not amount to, and shall not be construed as, an admission of liability or wrongdoing on the part of Brown & Root, Texas Utilities Company or the other owners of Comanche Peak, or any of the representatives of the managements of Brown & Root or Texas Utilities and the other owners of Comanche Peak.
- 2) Ms. Orr shall file a motion with the presiding Administrative Law Judge in this proceeding seeking an order granting her leave to withdraw her pending section 210 complaint and dismissing her case with prejudice.

- 3) Ms. Orr shall execute a general release (attached hereto) of Brown & Root, Texas Utilities Company, and the other owners of Comanche Peak, and all representatives of the managements of Brown & Root, Texas Utilities and the other owners of Comanche Peak from any all liability arising out of Ms. Orr's employment with Brown & Root, or the termination thereof.
- 4) Ms. Orr shall not file an application or otherwise seek employment with Brown & Root at any time, and she hereby waives and relinquishes any right that she might have to be considered for employment with Brown & Root in the future.
- 5) Upon the satisfaction by Ms. Orr of all requirements imposed on her by this Agreement, and upon the entry of a final decision of the Secretary of Labor dismissing her case with prejudice, Brown & Root shall provide Ms. Orr with the letter of reference attached hereto, stating that she has been an employee of Brown & Root, the dates of her employment, the last position occupied by her, and her rate of compensation in her last position.
- 6) Upon the satisfaction by Ms. Orr of all requirements imposed on her by this Agreement, and upon the entry of a final decision by the Secretary of Labor dismissing her case with prejudice, Brown & Root shall seal Ms. Orr's personnel file, and a notice shall be placed in her file specifically directing that the only information that is to be given out in response to inquiries about Ms. Orr's employment with Brown & Root is a) the dates of her employment with Brown & Root, b) the last position occupied by her, and c) the rate of compensation in her last position.
- 7) Upon the satisfaction by Ms. Orr of all requirements imposed on her by this Agreement, and upon the entry of a final decision by the Secretary of Labor dismissing her case with prejudice, Brown & Root shall be considered to have waived and relinquished any and all claims that it may have against Ms. Orr or the Government Accountability Project arising out of the fact that neither Ms. Orr nor her counsel appeared at Ms. Orr's deposition on June 1, 1984, as required by the Notice of Deposition issued on May 18, 1984.
- 8) This Agreement shall be binding upon and inure to the benefit of the parties, their respective agents, representatives, attorneys, successors, and assigns, and as to Ms. Orr, her heirs, executors, administrators, and personal representatives.

The foregoing provides the entire agreement between the parties and this Agreement cannot be modified except by written stipulation signed by each of the parties hereto.

Witness

Cil A. Holloway

Billie Irene Orr

BROWN & ROOT, INC.

M. Elaine Reap

By: Tisdard K. Mather